

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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June 2, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A SOLE SOURCE CONTRACT TO  
LOS ANGELES HOMELESS SERVICES AUTHORITY FOR  
EMERGENCY SHELTER SERVICES  
(ALL DISTRICTS - 3 VOTES)**

**SUBJECT**

The Department of Public Social Services (DPSS) continues to require the services of Los Angeles Homeless Services Authority (LAHSA) for the provision of Emergency Shelter Services to homeless CalWORKs Welfare-to-Work (WtW) participants.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chairman to sign the attached sole source Contract between DPSS and LAHSA for the provision of Emergency Shelter Services (ESS) to homeless CalWORKs WtW participants, effective July 1, 2009 through June 30, 2012, or the day after Board approval, whichever is later. The three-year cost of this contract is \$8,684,244, with an annual maximum contract amount of \$2,894,748. Funding for the contract is included in the 2009-10 Proposed Budget. Funding for future years will be included in the Department's annual budget requests.

2. Delegate authority to the Director of DPSS, to prepare and sign amendments to the above contract for any cumulative increase or decrease, of no more than 15 percent of the total original contract amount when the change is necessitated by additional and necessary services that are required in order for the Contractor to comply with changes in federal, State, or County requirements. The approval of the Chief Executive Office (CEO) and County Counsel will be obtained prior to executing such amendments, and the Director of DPSS will notify the Board and the CEO in writing within ten (10) business days after execution.
3. Delegate authority to the Director of DPSS, to provide Contractor with up to three advance payments per fiscal year (FY) to cover Contractor's operational/administrative costs. Each advance payment will not exceed one-twelfth of the annual contract amount or \$241,229 and County shall fully recoup all advances by June 30<sup>th</sup> of the current FY.

#### **PURPOSE/JUSTIFICATION OR RECOMMENDED ACTION**

On June 27, 2006, the Board awarded a sole source contract to LAHSA for the provision of ESS to fill the gap for CalWORKs WtW families who are receiving or have exhausted their CalWORKs cash assistance benefits and only if an adult is employed or enrolled and actively participating in the CalWORKs WtW Program. The program is designed for families with or without a mental health issue.

The purpose for the ESS contract through LAHSA is to provide all management/administrative services for emergency shelter and case management services in conjunction with DPSS Homeless Case Managers. LAHSA continues to provide emergency shelter and transportation services as needed by homeless CalWORKs families who are Greater Avenues for Independence (GAIN) participants, time-limited, or employed. LAHSA services homeless CalWORKs families from each supervisorial district through the various amendments to date.

Approval of this contract will ensure the continuation of ESS to homeless CalWORKs WtW families.

#### **Implementation of Strategic Plan Goals**

These recommendations are consistent with the principles of the Countywide Strategic Plan Goal #2: Children, Family, and Adult Well-Being: Enhance economic and social outcomes through integrated, cost-effective and client-centered supportive services.

### **FISCAL IMPACT/FINANCING**

The maximum three-year contract cost of the sole source ESS contract is \$8,684,244, with an annual maximum contract amount of \$2,894,748. The \$2,894,748 annual contract amount will be included in the Department's proposed budget requests. The cost of the contract is fully funded with CalWORKs Single Allocation. There is no additional net County cost after the required CalWORKs maintenance of effort is met.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract term will be for three years, commencing July 1, 2009, or one day after Board approval, whichever is later, through June 30, 2012.

ESS has reached the contract's three-year maximum; therefore, we are proceeding to renew the project through a new sole source contract with LAHSA.

California Government Code Section 11019.5(e) provides that the County, upon determining that an advance payment is essential for the effective implementation of particular programs, to the extent funds are available, and not more than three advance payments per FY, may advance to the affected local public agencies located within its jurisdiction, an amount not to exceed one-twelfth of the annual allocations (\$2,894,748), reimbursements, or subventions required for the delivery or services, pursuant to related federal and State law.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contract complies with all of the requirements of Los Angeles County Code Section 2.121.380, which is a mandatory prerequisite for the award of this contract.

The contract includes Contractor Responsibility and Debarment language.

Provisions for the County's Jury Service Program have been included in the contract. The contractor is in compliance with the Jury Service Program.

The Safely Surrendered Baby Law provision is included in the contract, which requires the contractor to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where to safely surrender a baby.

The contract includes the provision that requires the contractor to comply with the Los Angeles County's Child Support Enforcement requirements.

The contract includes the provision for the contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a re-employment list during the life of the contract when filling future vacancies.

The contract also requires that the contractor consider hiring participants of the GAIN Program and General Relief Opportunities for Work Program.

The County may terminate the contract with a 30 calendar day prior written notice. The contract also contains provisions that limit the County's obligation if funding is not appropriated by the Board for each year of the contract.

County Counsel and the CEO have reviewed this Board letter and the contract has been approved as to form by County Counsel.

#### **IMPACT ON CURRENT SERVICES**

The contract will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

#### **CONTRACTING PROCESS**

This sole source contract will be procured in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services Regulation Section 23-650.1.12, which allows for non-competitive contracting with public agencies.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the recommended contract is not being awarded under the provisions of Chapter 2.121 of the County Code.

#### **CONTRACTOR PERFORMANCE**

For FY 2007-08, LAHSA's overall performance was satisfactory. LAHSA's performance is monitored through an evaluation of their Monthly Management Reports and quarterly monitoring for fiscal, administrative, and service delivery compliance.

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The contract's current Performance Outcomes Measures include: 1) a provision which requires families to be placed in emergency shelter on the day of the request for shelter, and 2) families to receive the necessary case management and assistance to successfully move from emergency shelter into transitional or permanent housing.

### **CONCLUSION**

Upon approval and execution of the contract, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and four (4) original signed copies of the contract to the Department of Public Social Services.

Respectfully submitted,



Philip L. Browning  
Director

PLB:EK:srg

Attachment

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors